

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF PHASE 1A AND PHASE 1B,  
WILLIAMS BROOKE SUBDIVISION**

**SECTION 24, TOWNSHIP 3 SOUTH, RANGE 8 WEST  
DESOTO COUNTY, MISSISSIPPI  
PLAT BOOK 96 PAGES 49-50 & PLAT BOOK 97 PAGES 1-2**

**WHEREAS**, by Declaration dated February 6, 2006, Williams Brooke Development, LLC caused to be filed that certain Covenants & Restrictions of Williams Brooke Subdivision, which appears of record in Book 520, Pages 734-775, in the office of the Chancery Clerk of Desoto County, Mississippi; and

**NOW, THEREFORE**, Declarant desires and declares that the aforementioned property shall not only be subject to said Covenants & Restrictions of Williams Brooke Subdivision as recorded in Book 520, Pages 734-775, but additionally be subject to this Supplemental Declaration of Covenants, Conditions, and Restrictions of Phase 1A and Phase 1B, Williams Brooke Subdivision, as follows:

**ARTICLE I: ASSESSMENTS**

- A. **Creation of the Lien and Personal Obligation of Assessments**  
The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance or a deed therefore, whether or not it shall be so expressed in such deed, and except as hereinafter provided, is deemed to covenant and agree to pay to Williams Brooke Homeowners' Association; 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. Lots owned by the Declarant, its assigns, or Lots owned by any builder solely for the purpose of constructing a single-family residence thereon for sale and for so long as said property remains unoccupied, are excluded from the payment of assessments provided however, that the exclusion of builders shall not exceed twelve (12) months from the date any builder accepts a deed for any lot(s).

Michael Hensley

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B. Purpose of Assessments

The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

C. Maximum Annual Assessment

Until January 1st or the year immediately following the recording of this Declaration in the DeSoto County Mississippi Chancery Clerk's Office, the maximum annual assessment for Owners shall be Four Hundred Dollars and No/100 (\$400.00) per lot.

(1) From and after January 1<sup>st</sup>, or the year immediately following said recording, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1st of the year immediately following the said recordation, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

D. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting called for this purpose.

E. Notice and Quorum for Any Action Authorized Under Article V(C & D)

Written notice of any meeting called for the purpose of taking any action authorized under Article I(C & D) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, the Board may call another meeting subject to the same notice requirements provided herein, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding

meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- F. Uniform Rate of Assessment  
Both annual and special assessments must be fixed at a uniform rate for all lots and collected on an annual basis.
- G. Date of Commencement or Annual Assessment Due Date  
The annual assessments provided for herein shall commence as to each Lot commencing on the day an Owner accepts a deed therefore, unless otherwise proved in Article I(A). The first annual assessment governed by this Declaration shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least Thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- H. Effect of Nonpayment of Assessments: Remedies of the Association  
Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set by the Association, not to exceed the maximum interest permitted under Mississippi law. The Association may bring an action at law against the Owner to collect the assessment or foreclose the lien against the property and the interest; costs and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for his Lot. The Owner of such Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association. Mortgagees are not required to collect assessments. Further, failure to pay assessments shall not constitute a default under an insured mortgage.
- I. Subordination of the Lien to Mortgages  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessments lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien or such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE II: COVENANT VIOLATION**  
**PENALTY PROCEDURE**

- A. The governing body enforcing covenant violations will, upon learning of violation, mail an initial Notice Of Violation letter to the violating resident specifying the alleged violation, detailing the action required to abate the violation, and warning of possible sanctions, including penalties. Notice may be given via regular U.S. mail and/or hand delivery.
- B. The violator must be given time, not less than ten (10) days from the time of mailing and/or hand delivery, during which the violation may be abated without further sanction. The Board or its designee may demand immediate abatement in such circumstances, which, in the Board's determination, pose a danger to safety and/or property.
- C. If the violation is not corrected, a Final Notice shall be mailed to the alleged violator. Again, the violator must be given time, not less than ten (10) days, during which the violation may be abated without further sanction.
- D. At the expiration of this time, if the violation is not corrected, the violator shall be penalized on a per day basis. The initial per day basis shall be set at \$25 per day. A vote by a majority of a quorum at a regularly scheduled meeting must be needed in order to raise the per day basis. At no time shall a vote increase the per day charge by more than double its amount at the time of voting.
- E. Once the violator has incurred penalties totaling twelve times the per day dollar value, action must be taken by the governing body, its agent(s), or assignees to correct the violation.
- F. Action can include, but is not limited to, lien filing, court action, and/or suspension of common area access.
- G. Any penalties, which are not paid when due, shall be delinquent. If the penalty is not paid within thirty (30) days after the due date, the penalty shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The penalty, together with interest, cost, and a reasonable attorney fee, shall be a charge on the violating owners land and shall be a continuing lien upon the property against which each such penalty is levied.
- H. The Association may bring an action at law against the Owner to collect and enforce the penalty; including interest, costs, and a reasonable attorney's fees.

**ARTICLE III: CONSTRUCTION VIOLATION**  
**PENALTY PROCEDURE**

- A. The governing body enforcing covenant violations will, upon learning of violation, mail and/or hand deliver an initial Notice Of Violation letter to the violating lot owner and/or his agent(s) or assign(s) specifying the alleged violation, detailing the action required to abate the violation, and warning of possible sanctions, including penalties.
- B. The violator shall be given two (2) days from the date of receipt of the Notice Of Violation letter to abate the violation without further sanction. The Declarant, Board, or its designee may demand immediate abatement in such circumstances, which, in the Declarant, Board, or designee's determination, pose a danger to safety and/or property. Should it not be feasible to abate the violation within the aforementioned timeframe, upon request of violator, the Declarant, Board, or its designee shall review the violation to determine an appropriate allotment of additional time.
- C. At the expiration of this time, if the violation is not corrected, the violator shall be penalized on a per day basis. The initial per day basis shall be set at \$75 per day. A vote by a majority of a quorum at a regularly scheduled meeting must be needed in order to raise the per day basis. At no time shall a vote increase the per day charge by more than double its amount at the time of voting.
- D. Once the violator has incurred penalties totaling twelve times the per day dollar value, action must be taken by the governing body, its agent(s), or assignees to correct the violation.
- E. Action can include, but is not limited to, lien filing and/or court action.
- F. Any penalties, which are not paid when due, shall be delinquent. If the penalty is not paid within thirty (30) days after the due date, the penalty shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The penalty, together with interest, cost, and a reasonable attorney fee, shall be a charge on the violating lot owners land and shall be a continuing lien upon the property against which each such penalty is levied.
- G. The Association may bring an action at law against the lot owner to collect and enforce the penalty; including interest, costs, and a reasonable attorney's fees.

- H. The final determination of whether or not to apply and enforce these provisions shall be at the sole discretion of the Declarant, Board, or its designee.

#### ARTICLE IV: FENCE CRITERIA

- A. All rear yard fences shall be six (6') foot cedar with 2" x 6" cap.
- B. All front and side yard fences shall be six (6') cedar with 2" x 6" cap, unless submittal of a differing style is approved by the Architectural Control Committee ("ACC").
- C. Regardless of the style and/or design, all fence designs must be submitted to the ACC for approval.

EXECUTED this the 19<sup>th</sup> day of November 2007.

WILLIAMS BROOKE DEVELOPMENT, LLC

BY: William M. Davis  
William M. Davis, Managing Member

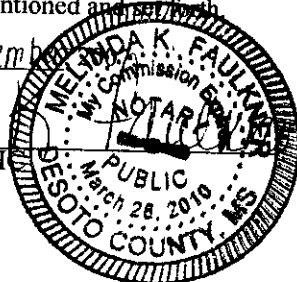
#### ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, a Notary Public, in and for said State and County, personally appeared William M. Davis, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Managing Member of WILLIAMS BROOKE DEVELOPMENT, LLC, and who had been designated by said Williams Brooke Development to execute the above instrument and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and behalf of said Williams Brooke Development and further stated and acknowledged that they had also signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes there in mentioned and set forth.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of November

Melinda K. Faulkner  
NOTARY PUBLIC



My Commission Expires:

March 28, 2010

Prepared by and return to:

MICHAEL P. HENSLEY, ESQ.  
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